

**GOVERNING RULES TARIFF**

**OF**

**SEAFRIGO USA INC. (A NON-VESSEL-OPERATING COMMON CARRIER)**

**ORGANIZATION NUMBER: 011198**

**Effective date: May 11, 2024**

**RULE 1 GEOGRAPHIC SCOPE**

This Governing Rules Tariff covers the transportation of the commodities listed herein between all ports and points in the United States and all ports and points worldwide. Carrier offers service only on those routings for which rates are published herein or in NRAs or NSAs.

**RULE 2 APPLICATION OF RATES AND CHARGES**

2.1 Rates apply on either a per container or weight/ measurement basis. Except as provided in an individual TRI, whenever ocean freight and assessorial charges are assessed on a weight/measurement basis, same shall be assessed on the gross weight or the overall measurement of the cargo, whichever computation produces the greater revenue to the Carrier. As used in the context of weight/measurement rates, references to W and M mean 800 pounds and 1 cubic meter, respectively.

2.2 Rates are either port, ramp, CY, CFS or door.

A. With respect to rates at origin:

- (i) Rates that are port at origin apply from the ocean terminal at the port of loading.
- (ii) Rates that are ramp or CY at origin apply from the inland rail carrier's ramp at the place of receipt of the cargo by Carrier.
- (iii) Rates that are door at origin apply from the location at which the container is stuffed and at which Carrier takes possession of the cargo.
- (iv) Rates that are CFS at origin apply from the Carrier's CFS warehouse at the place of receipt of the cargo by Carrier.
- (v) All transportation of cargo prior to the point at which Carrier's rates begin to apply as set forth above shall be at the risk and expense of Merchant.

B. With respect to rates at destination:

- (i) Rates that are port at destination apply to the ocean terminal at the port of discharge.
- (ii) Rates that are ramp or CY at destination apply to the inland rail carrier's ramp at the place of delivery.

- (iii) Rates that are door at destination apply to Merchant's facility at the place of delivery.
- (iv) Rates that are CFS at origin apply from the Carrier's CFS warehouse at the place of receipt of the cargo by Carrier.
- (v) All transportation of cargo subsequent to the point at which Carrier's rates cease to apply as set forth above shall be at the risk and expense of Merchant.

2.3 Packages containing articles of more than one description shall be charged on the basis of the rate provided for the highest-rated articles contained therein.

2.4 Except as otherwise provided, the following articles will not be handled:

- A. Cargo, loose on platforms or pallets, except when prior arrangements have been concluded with Carrier.
- B. Cargo which because of its inherent vice is likely to impregnate or otherwise damage Carrier's containers or other cargo.
- C. Cargo which requires protection from heat or cold.
- D. Bank bills, coin or currency, deeds, drafts, notes or valuable paper of any kind; jewelry including costume or novelty jewelry, except where otherwise specifically provided; postage stamps or letters and packets of letters with or without postage stamps affixed; precious metals or articles manufactured therefrom; precious stones; revenue stamps; works of art; antiques, or other related or unrelated old, rare or precious articles of extraordinary value except when prior arrangements have been concluded with Carrier.
- E. Living animals, birds, and/or fish.

2.5 Insurance

Rates named herein do not include Marine Insurance, and no premiums for account of Shipper shall be absorbed by the Carrier.

2.6 Shipper's load and count

Where containers are loaded by Shipper or its agent and sealed, Carrier will accept such shipments subject to "Shipper's Load and Count" and Bill of Lading shall reflect such by clause and Carrier will not be responsible either directly or indirectly for damage resulting from improper loading or mixing of articles in the container or any discrepancy in count or concealed damage to articles.

Shipper shall furnish Carrier with a list of contents showing description of goods and the gross weight and cubic measurements of the contents of the container.

Carrier reserves the right to open and inspect the contents of a container and to reseal the container, as so indicated on the Bill of Lading. When containers loaded with goods moving subject to Shipper's load and count are delivered to Consignee or its agent, Consignee or its agent must furnish Carrier with a claim-free receipt prior

to release of container or contents for delivery.

**RULE 3 RATE APPLICABILITY RULE**

All tariff rates, rules, and charges applicable to a given shipment will be those published or otherwise in effect when the ocean carrier or its agent takes possession of the cargo, including originating carriers in the case of rates for through transportation.

**RULE 4 MINIMUM BILL OF LADING CHARGES**

Except as otherwise specifically provided by tariff, NRA, or contract, the minimum charge for a single shipment from one Shipper to one Consignee shall be the freight and charges applicable to the greater of (i) 1,000 kilograms or (b) one cubic meter.

**RULE 5 PAYMENT OF FREIGHT CHARGES**

5.1 Except as otherwise provided in the relevant TRI, all freight and charges to destination shall be considered earned and shall be payable by Merchant, without refund or offset in whole or in part, upon receipt of the goods by Carrier or its agent.

5.2 Except as indicated in individual rate publications or contracts, all rates and charges in this tariff must be paid in United States currency. Unless other arrangements are made, payment shall be made to Carrier or its agent at origin.

5.3 Carrier may extend credit, in its sole discretion, to qualified Shippers or Consignees on the following terms. For the purposes hereof, a “*qualified*” Shipper or Consignee shall mean a Shipper or Consignee with (i) sufficient provable financial resources; or (ii) a history of satisfactory financial dealings with Carrier; or (iii) credit references satisfactory to Carrier. Credit will be extended on terms consistent with market rates at the time and place of shipment and on Carrier’s assessment, in its sole discretion, of the credit risk of the particular Shipper or Consignee.

**RULE 6 BILL OF LADING**

The Carrier’s Bill of Lading as of the date hereof is attached hereto as Appendix 1. The terms of the Bill of Lading are incorporated by this reference. The Bill of Lading is also available online here: [House Bill of Lading](#). Carrier reserves the right to update, supplement, and otherwise modify its Bill of Lading, and such revised Bill of Lading will be available online at the link specified above and will be provided upon request.

**RULE 7 STANDARD ACCESSORIALS, SURCHARGES, AND ARBITRARIES**

Please refer to the following sub-rules:

Sub-Rule	Item Description	Charge	Unit
7.1	Per diem Charge	At cost per VOCC, rail carrier, MTO, and/or chassis leasing company. Carrier agrees to provide “free time” of up to the amount of free time provided by the applicable VOCC, rail carrier, MTO and/or chassis leasing company pursuant to such entity’s Federal Maritime Commission (FMC) rules tariff and/or rate sheet or terms and conditions notwithstanding that Carrier may have negotiated alternative “free time” with such party.	

Sub-Rule	Item Description	Charge	Unit
		All PER DIEM, DETENTION, DEMURRAGE CHARGES shall be at rate(s) equal to the daily rate specified in such rules party's tariff, rate sheet, or terms and conditions. Carrier reserves the right to charge a reasonable disbursement fee for any sums advanced on behalf of Merchant.	
7.2	Demurrage	At cost per VOCC, rail carrier, MTO, and/or chassis leasing company. Carrier agrees to provide "free time" of up to the amount of free time provided by the applicable VOCC, rail carrier, MTO and/or chassis leasing company pursuant to such entity's Federal Maritime Commission (FMC) rules tariff and/or rate sheet or terms and conditions notwithstanding that Carrier may have negotiated alternative "free time" with such party. All PER DIEM, DETENTION, DEMURRAGE CHARGES shall be at rate(s) equal to the daily rate specified in such rules party's tariff, rate sheet, or terms and conditions. Carrier reserves the right to charge a reasonable disbursement fee for any sums advanced on behalf of Merchant.	
7.3	Detention	At cost per VOCC, rail carrier, MTO, and/or chassis leasing company. Carrier agrees to provide "free time" of up to the amount of free time provided by the applicable VOCC, rail carrier, MTO and/or chassis leasing company pursuant to such entity's Federal Maritime Commission (FMC) rules tariff and/or rate sheet or terms and conditions notwithstanding that Carrier may have negotiated alternative "free time" with such party. All PER DIEM, DETENTION, DEMURRAGE CHARGES shall be at rate(s) equal to the daily rate specified in such rules party's tariff, rate sheet, or terms and conditions. Carrier reserves the right to charge a reasonable disbursement fee for any sums advanced on behalf of Merchant.	
7.4	Administrative fee Per Diem, Demurrage, Detention	\$45.00	per container
7.5	Finance fee Per Diem, Demurrage, Detention	5% of total demurrage/detention cost	
7.6	CTF - Clean Truck Fee (L.A. / Long Beach)	\$10.00	per 20' container
7.7	CTF - Clean Truck Fee (L.A. / Long Beach)	\$20.00	per 40' container
7.8	TMF - Traffic Mitigation Fee/Pier Pass (L.A. / Long Beach)	\$35.57	per 20' container
7.9	TMF - Traffic Mitigation Fee/Pier Pass (L.A. / Long Beach)	\$71.14	per 40' container
7.10	Extended gate fee (Oakland)	\$40.00	per container
7.11	Port usage fee (Boston)	\$72.00	per container
7.12	Landing fee (Miami)	\$45.00	per container
7.13	Wharfage Cost	As per terminal published tariff	
7.14	Scale fee/Terminal Security (Everglade)	\$30.00	per container
7.15	Chicago surcharge if out of Global 4 in Joliet, CN Rail in Joliet, Chicago Global Gateway in Joliet, BN Logistics Park in Elwood, IL Transport in Wilmington, and Conglobal in Channahon	\$200.00	per container
7.16	Chicago lift on / lift off fee at rail ramp if required	\$150.00	per container
7.17	Port Congestion Fee	\$250.00	per container

Sub-Rule	Item Description	Charge	Unit
7.18	Terminal Fee Port Everglades	\$100.00	per container
7.19	Other terminal and equipment charges	As per terminal or carrier published tariff	
7.20	Trucking Waiting Time - Regular Business Hours (1 hour free - any portion thereafter)	\$25.00	per 15 min increment
7.21	Trucking Waiting Time - Saturday and Sunday (1 hour free - any portion thereafter)	\$150.00	per hour
7.22	Trucking Waiting Time - National Holiday (1 hour free - any portion thereafter)	\$250.00	per hour
7.23	Night Pick up/Deliver fee (after 6pm before 6am local time)	\$150.00	per pick up/delivery
7.24	Pre-pull	\$150.00	per pick up/delivery
7.25	Saturday and Sunday Pick up/Delivery Surcharge	\$250.00	per pick up/delivery
7.26	National Holiday Pick up/Delivery Surcharge	\$450.00	per pick up/delivery
7.27	Dry run	Full truck rate applied	
7.28	Same day/Rush Fee	\$200.00	per pick up/delivery
7.29	Drop and Pick	Full truck rate applied	
7.30	Labor rate/lumper fee Surcharge	\$50.00	on top of labor cost
7.31	Driver layover	\$400.00	per container
7.32	Driver load/unload	\$150.00	per hour
7.33	Container Drayage - Chassis Usage Fee	\$45.00	per day (min. 3 days)
7.34	Chassis split fee	\$ 150.00 - \$ 300.00	per container/trailer (depends on port/chassis location)
7.35	Trailer / Container Cleaning	Terminal cost + \$45.00	per container
7.36	Container Drayage - Genset/Reefer Fee	\$200.00	per day (min. 3 days)
7.37	Container Drayage - Heavyweight Permit (1)	\$250.00	per container
7.38	Container Drayage - Heavyweight Tri-Axle Chassis (1)	\$300.00	per container
7.39	Yard storage	\$150.00	per day
7.40	Scale charge (DOT)	Scale cost + \$35.00	per scale
7.41	NYCT / Staten Island surcharge	\$250.00	per container
7.42	Additional Stop(s)	Contingent upon distance between stops. \$150.00 minimum per stop	per stop
7.43	Reefer monitoring/plug in	\$125.00	per day
7.44	Hazardous Cargo surcharge	\$250.00	per container
7.45	Fuel surcharge (3)	Subject to change.	

Sub-Rule	Item Description	Charge	Unit
7.46	Document turn over fee	\$60.00	per shipment
7.47	Delivery Order (when Seafrigo doesn't provide the inland move)	\$35.00	per shipment
7.48	Dock Receipt (when Seafrigo doesn't provide the inland move)	\$35.00	per shipment
7.49	Handling/Document Processing Fee Import	\$90.00	per HBL
7.50	Handling/Document Processing Fee Export	\$35.00	per HBL
7.51	AES	\$95.00	per shipment
7.52	Courier (Domestic)	\$35.00	per pouch
7.53	Courier (International)	\$65.00	per pouch
7.54	USDA Examination fee (export)	upon request	
7.55	Late/Amendment Document Fee (after documentation cut-off date but before sailing)	\$75.00	per shipment
7.56	Late/Amendment Document Fee (after sailing)	\$150.00	per shipment
7.57	Notarizing Document Fee	\$50.00	per document
7.58	Maritime Insurance	upon request	
7.59	Temp Recorder (on request to put inside container after loading)	\$65.00	per unit
7.60	Seal	\$27.00	per unit
7.61	Container temperature data loggers reading request	cost + \$75 Handling Fee	per request
7.62	Handling for Documentation Audit	\$45.00	per request
7.63	Proof of Delivery (POD) Document Fee	\$35.00	per document
7.64	Bonded cargo surcharge	\$250.00	Per container
7.65	Wine & Spirit surcharge	\$250.00	Per container
7.66	Letter of credit	\$300.00	Per document
7.67	Certificate of Origin	\$50.00	Per document
7.68	Legalization of Documents	cost + \$100.00	Per document
7.69	Chamberization of Documents	\$50.00	Per document
7.70	Solas (VGM) - processing fee	\$45.00	Per container

**RULE 8 PASS THROUGH CHARGES EFFECTIVE UPON PUBLICATION**

Carrier may publish with immediate effect changes in charges and additional charges which are not under the control of Carrier and which Carrier passes through to its customers without markup. Certain of Carrier's charges to Shippers are based on rates charged to Carrier by third parties, such as terminals, public authorities, motor carriers and vessel operating carriers. When Carrier passes these charges through to Shippers without markup, they will be made available upon request, and the effective date shall be the same effective date of the underlying service provider. Such charges may take effect prior to or upon being made available.

Unless otherwise provided in a specific TRI or NRA, Carrier will pass through without mark-up charges received from ocean common carriers for terminal services, canal tolls, additional charges, or other provisions which are not under the control of the ocean common carrier including bunker adjustment factors (BAF), currency adjustment factors (CAF), and General Rates Increases (GRIs).

#### **RULE 9 AD VALOREM RATES**

9.1 The liability of the Carrier as to the value of shipment at the rates herein provided shall be determined in accordance with the clauses of the Carrier's regular Bill of Lading form.

9.2 If the Shipper desires to be covered for a valuation in excess of that allowed by the Carrier's regular Bill of Lading form, the Shipper must so stipulate in the Bill of Lading covering such shipments, and such additional liability only will be assumed by the Carrier at the request of the Shipper and upon payment of an additional charge based on the total declared valuation in addition to the stipulated rates applying on the commodities shipped as specified herein.

9.3 Where value is declared on any piece or package in excess of the Bill of Lading limit of value of USD \$500.00, the Ad Valorem rate, specifically provided against the item, shall be 5% of the value declared in excess of the said Bill of Lading Limit of Value and is in addition to the base rate.

9.4 Where the rates are specified herein for individual items as applying on an Ad Valorem basis, the value used in assessing freight charges shall be the value shown on the Shipper's export declaration as filed with the applicable government authorities.

#### **RULE 10 CO-LOADING IN FOREIGN COMMERCE**

10.1 Carrier participates in co-loading agreements in a Carrier-to-Carrier relationship. Carrier also participates in co-loading in a Shipper-to-Carrier relationship, meaning the receiving NVOCC issues a Bill of Lading to the tendering NVOCC for carriage of the tendered cargo. Carrier shall co-load cargo at its discretion and shall notify Shipper of such action by annotating each applicable Bill of Lading with the identity of any other NVOCC with which its shipment has been co-loaded.

10.2 Carrier's liability to the Shipper shall be as specified on the Bill of Lading regardless of whether or not the cargo has been co-loaded.

10.3 Where Carrier engages in co-loading, Carrier will be responsible to pay the receiving NVOCC's charges in order to transport the Shipper's cargo to its destination and there will be no additional freight charge assessed to the Shipper. Where Carrier is the tendering NVOCC, Carrier shall be responsible to the receiving NVOCC for payment of charges for the transportation of cargo.

10.4 Carrier-to-carrier relationships apply to the co-loading of less than container loads of cargo only. Shipper-to-carrier relationships may apply to the co-loading of full container loads or less than container loads of cargo.

#### **RULE 11 DANGEROUS AND HAZARDOUS CARGO**

11.1 These terms apply to all Dangerous Cargo, Hazardous Cargo, and other commodities which bear standard caution labels as required by the United States Code of Federal Regulations ("CFR").

11.2 Carrier will not accept or deal with any Dangerous Cargo or Hazardous Cargo except under special arrangements previously made in writing and duly executed by both Carrier and Shipper. Should any Shipper nevertheless deliver any Dangerous Cargo or Hazardous Cargo in violation of this rule, Shipper shall be liable for all loss or damage caused by or to or in connection with the Dangerous Cargo or Hazardous Cargo however arising, and Shipper shall defend and indemnify Carrier from and against all penalties, claims, losses, damages, costs and expenses arising in connection therewith.

11.3 All shipments tendered pursuant to this Rule are subject to prior booking with the Carrier and are governed by the International Maritime Dangerous Goods Code (IMDG) and 46 CFR Parts 140-155 and 49 CFR Parts 100-199.

11.4 Included in the foregoing are the regulations of the United States Department of Transportation specifying that, among other things, the following information requirements must accompany each shipment of hazardous goods from the United States.

A. It is required that the Shipper provide on the shipping document (e.g., the Bill of Lading) a 24-hour emergency telephone number of a person or organization in foreign countries and in the United States having, or having immediate access to, knowledge about any Hazardous Cargo and comprehensive emergency response and accident mitigation information for the Hazardous Cargo. The Carrier cannot accept shipments of chemicals and other hazardous materials which do not provide a 24-hour telephone number.

B. The following emergency response information must accompany each shipment of Hazardous Cargo and must be kept with the vehicle/vessel operator:

- (i) a description of the hazardous material
- (ii) immediate health hazard information and preliminary first aid measures
- (iii) immediate precautions and methods of handling spills, leaks and fires, etc.

C. NOS Shipments Must Show Technical Name

D. NOS Descriptions of hazardous goods on the shipping paper must be accompanied by the chemical's technical name. Any fines or penalties incurred due to the failure of the Shipper to conform to the regulations will be for the account of the Shipper. In addition, Shipper shall indemnify and hold Carrier harmless from and against any liability for damage to property or person arising from the ocean or inland transportation and handling of hazardous cargo, except where such liability is the exclusive fault of the Carrier.

#### **RULE 12 RETURNED CARGO**

Cargo will be returned to regular Ports of Call at the current inbound rates. Shippers and/or Owners must show evidence of inbound movement on outbound Bill of Lading prior to return shipment by furnishing copy of inbound Bill of Lading. Period allowed for return of shipment shall not exceed one year.

#### **RULE 13 SHIPPER'S REQUESTS IN FOREIGN COMMERCE**



13.1 Shippers may transmit requests, consultations, and complaints to

Seafrigo USA Inc.  
735 Dowd Avenue  
Elizabeth, New Jersey 07201

13.2 As used in this rule, the phrase “request and complaint” means (i) any communication requesting a change in tariff rates, rules, or regulations; (ii) objecting to rate increases or other tariff changes; and/or (iii) allegations of erroneous billings due to an incorrect commodity classification, incorrect weight or measurement of cargo, or other implementation of the tariff. Routine requests for rate information sailing schedules, space availability and the like are not included in the foregoing.

13.3 Shippers’ request for rate action must include at least the following information:

Shipper’s Name/Address/Telephone Number  
Commodity Description - Port/Point of Loading  
Port/Point of Discharge  
Cargo Quantity  
Anticipated Shipment Date

**RULE 14 OVERCHARGE CLAIMS**

14.1 All billed charges, whether prepaid or collect, are subject to correction if the description furnished by the Shipper or Shippers is found to be in error or if the weights or measurements are found to be incorrect. Claims for refunds of excess freight charges will be allowed only when proof of error has been determined as indicated below and only when the original paid freight bill is submitted within 3 years of the date the cause of action accrues.

14.2 Claims seeking the refund of freight overcharges may be submitted to the Carrier or the Federal Maritime Commission, Washington, DC 20573, within 3 years of the date the cause of action accrues, giving full particulars including all relevant facts, conditions or circumstances pertaining to the claim.

14.3 Claims for freight rate adjustment filed in writing shall be acknowledged by the Carrier within twenty days of receipt by written notice to the claimant of the tariff provisions actually applied and claimant’s rights under the Shipping Act, 1984.

14.4 Overcharges: Claims for refunds of freight charges.

A. For the purpose of uniformity in handling, claims for excess measurement will not be considered unless presented to the Carrier in writing and refunds will be made only as follows:

- (i) Where error has been made in calculation of measurement by the dock staff at loading port;
- (ii) Against remeasurement at port of loading prior to vessel’s departure; or
- (iii) By remeasurement at port of discharge by a certified marine surveyor.

B. In case of claims by Shipper for overcharge in weight, certified invoices of weigher's certificates will be considered evidence of correct weight.

#### **RULE 15 FREE TIME, DETENTION AND DEMURRAGE**

15.1 Carrier is an NVOCC and the equipment it uses to provide transportation services to Merchant may be provided by the VOCC that operates the vessel transporting the cargo, a rail carrier, a MTO and/or a chassis leasing company that owns and/or operates the containers and chassis used to transport Merchant's cargo.

15.2 The VOCC, rail carrier, MTO and/or chassis leasing company imposes detention charges if empty containers released for loading and/or loaded containers released for unloading are not returned within a specified period of time (free time). Merchant shall be liable to Carrier for any detention charges imposed on Carrier by VOCC, rail carrier, MTO, and/or chassis leasing company as a result of Merchant's failure to return containers within applicable free time. Such charges are the responsibility of the Merchant whether Merchant Haulage or Carrier Haulage. Carrier agrees to provide "free time" of up to the amount of free time provided by the applicable VOCC, rail carrier, MTO and/or chassis leasing company pursuant to such entity's Federal Maritime Commission (FMC) rules tariff and/or rate sheet or terms and conditions notwithstanding that Carrier may have negotiated alternative terms with such entity. All Charges for detention and demurrage shall be at rate(s) equal to the daily rate specified in such rules tariff, rate sheet, or terms and conditions. Carrier reserves the right to charge a reasonable disbursement fee for any sums advanced on behalf of Merchant.

15.3 Company imposes demurrage charges if loaded containers are not removed from the marine terminal within a specified period of time (free time). Where service is port at destination and removal of containers from the VOCC's marine terminal is responsibility of Merchant, Merchant shall be liable to Carrier for any demurrage charges imposed on Carrier by VOCC, rail carrier, MTO and/or chassis leasing company as a result of Merchant's failure to remove containers within applicable free time. Such charges are the responsibility of the Merchant whether Merchant Haulage or Carrier Haulage. Carrier agrees to provide "free time" of up to the amount of free time provided by the applicable VOCC, rail carrier, MTO and/or chassis leasing company pursuant to such entity's Federal Maritime Commission (FMC) rules tariff and/or rate sheet or terms and conditions notwithstanding that Carrier may have negotiated alternative terms with such entity. All Charges for detention and demurrage shall be at rate(s) equal to the daily rate specified in such rules tariff, rate sheet, or terms and conditions. Carrier reserves the right to charge a reasonable disbursement fee for any sums advanced on behalf of Merchant.

#### **RULE 16 NRAs**

In accordance with 46 CFR Part 532, Carrier has elected to utilize NRAs for its shipments in addition to its Tariff Rates. Carrier participates in NRA's and utilizes Tariff Rates. As required by 46 CFR Section 532.4, Carrier's governing rule publication is available free of charge to the public at <http://rates.descartes.com>.

#### **RULE 17 USE OF EQUIPMENT**

17.1 General Provisions. Merchant acknowledges and agrees that Carrier, as an NVOCC, does not own or operate equipment (e.g., chassis or containers). Merchant's use of chassis and containers shall be subject to the requirements of the VOCCs, rail carriers, MTOs and/or chassis leasing companies that own and/or operate the containers and chassis used to transport Merchant's cargo. Merchant, by tendering shipments to Carrier for transportation, appoints Carrier as its agent for acquiring containers and chassis for such transportation and agreeing to free time, as well as demurrage and detention, storage and other charges that accrue with respect to

containers and chassis used for such transportation, all of which shall be for the account of the Merchant except to the extent solely attributable to actions or omissions of Carrier.

17.2 Merchant's Risk and Expense. Except as otherwise specifically provided in this Tariff Rule and the Bill of Lading terms and conditions, the following shall be at the Merchant's risk and all expenses in connection therewith shall be for the Merchant's account:

- A. The pickup, transport, and delivery of the containers/goods moving between the port of loading or port of discharge on the one hand, and Merchant's facility on the other hand, except to the extent the goods are door cargo; and
- B. The care and custody of equipment.

Notwithstanding the foregoing, in door cargo movements, Merchant will not be responsible for charges arising solely from Carrier's failure to exercise due diligence in picking up, transporting, and delivering containers/goods. Merchant shall remain responsible for all such charges caused by the Merchant or its agents, third parties, or which charges are not the result of a lack of due diligence on the part of the Carrier

17.3 No Representation or Warranties. Carrier makes no representations or warranties, express or implied, as to the condition of the equipment or its fitness for any particular use.

17.4 Use of Equipment. Equipment may not be used by or interchanged to anyone except the Merchant or its Motor Carrier, and only for the stuffing, unstuffing, and transport of goods carried by or booked for carriage with Carrier.

17.5 Use of Equipment. Removal of containers for stuffing/ unstuffing by the Merchant

- A. At Origin. The empty pickup, stuffing, and return of containers is always at the Merchant's risk and expense, subject to the following conditions:
  - (i) Containers must be returned by the Merchant to the terminal, container yard, or container depot from which they were picked up unless return to a different location is specified or agreed to by Carrier in writing.
  - (ii) If Carrier specifies or agrees to the pickup of a Container at a terminal, container yard, or container depot other than that nominated, all local tariff pickup charges shall be paid by the Merchant.
  - (iii) If the Merchant picks up a Container at a location to which Carrier has not consented in writing, all local empty pickup charges shall be paid by the Merchant.
  - (iv) Containers may only be interchanged during the normal working hours of the terminal, container yard, or container depot unless prior written arrangements are made for interchange at other times in which case any additional charges shall be for Merchant's account.
  - (v) Shipper-Packed Containers accepted for carriage by Carrier will be on the basis of "Shipper's Load and Count."

B. At Destination. Stuffed Containers which are removed from a container yard or terminal by Merchant or its agent for unstuffing at Merchant's expense and risk, are subject to the following conditions:

(i) Containers must be returned by Merchant to the container yard or terminal from which they were originally removed or to Carrier's designated location within port area unless Carrier agrees to accept delivery elsewhere.

(ii) Containers may only be interchanged during the regular working day unless prior arrangements are made for interchange at other times in which case all additional costs shall be for Merchant's account.

(iii) Equipment shall be returned in a good condition. The Merchant shall remove all dunnage, debris, and any placards for hazardous cargo or contamination from the equipment prior to redelivering the equipment to Carrier. In the event Merchant fails to comply with this provision, then such removal and all costs shall be for Merchant's account.

17.6 Except as otherwise provided, Free Time allowed, and Detention Charges assessed, will be per the provisions of the underlying Vessel Operating Common Carrier Tariff and Equipment Interchange Agreements.

#### **RULE 18 DEFINITIONS AND ABBREVIATIONS**

Capitalized and undefined terms used herein shall have the following meanings:

"Bill of Lading" means the Carrier's Bill of Lading referenced in Rule 6 above and such other shipping document as may be issued by Carrier in furtherance of the services provided by Carrier for Merchant.

"Carrier" means Seafrigo USA Inc.

"Co-loading" shall mean the combining of cargo, in the import and export foreign commerce of the United States, by two or more NVOCC's for tendering to an ocean carrier under the name of one or more of the NVOCC's.

"Dangerous Cargo" consists of those commodities which are required by the CFR to be confined to on-deck stowage only. Such commodities shall be assessed the Cargo NOS rate, unless otherwise provided.

"Force Majeure Event" includes fire, strike, labor dispute or harbor disturbances, civil disturbance or civil insurrections, riot, war, hostilities, terrorism, governmental order or regulation, cyber-attack, pandemic, embargoes, blockades, port congestion, widespread power outage, earthquakes, extreme weather conditions or other natural catastrophes, failure of any Information System, lack of Subcontractor transportation capacity, regulations of any governmental authority pertaining to any of the foregoing or any other official interference with commercial intercourse arising from the foregoing and affecting the Carrier's operations, or any other contingency or event beyond the reasonable control of Carrier or Merchant;

"Hazardous Cargo" consists of those commodities for which on deck stowage is not required and which may be stowed under deck in conformity with the CFR. Such commodities shall be assessed the Cargo NOS rate unless otherwise provided.

"Information System" means any computer hardware, computer software, website, portal, communication lines

and information processing technologies operated or used by Carrier, Merchant, or any third party used in connection with the services provided and/or arranged by Carrier for Merchant (including any computer, tablet, phone, or other mobile device).

“Merchant” means the persons named as Shipper, Exporter, Consignee and/or Receiver on the Bill of Lading, any holder of the Bill of Lading, the actual recipient of the goods, any person owning or entitled to the possession of the goods or of the Bill of Lading, and anyone acting on behalf of any of the foregoing persons and the principals of each such entity.

“MTO” means a marine terminal operator.

“NVOCC” means a non-vessel-operating common carrier as defined in the Shipping Act of 1984, 46 U.S.C. Sections 40101 et seq.

“NRA” means an NVOCC Negotiated Rate Arrangement, which is a written and binding arrangement between an NRA Shipper and an eligible NVOCC to provide specific transportation service for a stated cargo quantity, from origin to destination, on and after receipt of the cargo by the Carrier or its agent (or the originating carrier in the case of through transportation).

“NSA” means an NVOCC Service Arrangement, which is a written contract, other than a Bill of Lading or receipt, between one or more Shippers and an individual NVOCC or two or more affiliated NVOCCs, in which the Shipper makes a commitment to provide a certain minimum quantity or portion of its cargo or freight revenue over a fixed time period, and the NVOCC commits to a certain rate or rate schedule and defined service level. The NSA may also specify provisions in the event of nonperformance on the part of any party.

“Person” means an individual, corporation or other legal entity, or a duly appointed representative of such corporation or other legal entity.

“Rate” means a price stated for providing a specified level of transportation service for a stated cargo quantity from origin to destination, on and after a stated date or within a defined time frame.

“Tariff Rate” means a price stated in a tariff for providing a specified level of transportation service for a stated cargo quantity, from origin to destination, on and after a stated effective date or within a defined time frame.

“TRI” means a tariff rate item consisting of a freight rate for the transportation of a stated cargo quantity from origin to destination under a single specified set of transportation conditions.

“USD” means United States Dollars.

“VOCC” means a vessel-operating common carrier as defined in the Shipping Act of 1984, 46 U.S.C. Sections 40101 et seq.

#### **RULE 19 FORCE MAJEURE**

Without prejudice to any rights or privileges of Carrier under its Bill of Lading, dock receipts, booking contract, or under applicable provisions of law, in the event of a Force Majeure Event, Carrier reserves the right to cancel any outstanding booking or contract of carriage, or to route shipments by any other means of transportation whether by all-water, air-water or land-water in accordance with rates, charges, rules and regulations established in this

tariff that would have applied in the absence of the Force Majeure Event and subject to the Bill of Lading provisions that are applicable to actual routing of the cargo.

**RULE 20 FINANCIAL RESPONSIBILITY: BONDS AND AGENTS**

20.1 Bonding of NVOCCs

A. Carrier has filed with the Federal Maritime Commission a bond as required by regulations under 46 CFR 515 to ensure the financial responsibility of the Carrier for the payment of any judgment for damages arising from its transportation-related activities, orders for reparations issued pursuant to section 11 of the Shipping Act of 1984 as amended by the Ocean Shipping Reform Act of 1998 and the Ocean Shipping Reform Act of 2022, or penalties assessed pursuant thereto.

B. Bond No. 91002

C. Bond issued by:

Avalon Risk Management, Inc.  
Managing General Agent for Aegis Security Insurance Company  
1300 E. Woodfield Road, Suite 512  
Schaumburg, Illinois 60173

20.2 Agent For Service of Process.

A. Carrier's agent for the service of judicial and administrative process including subpoenas shall be as follows:

Corporation Service Company  
251 Little Falls Drive  
Wilmington, Delaware 19808

B. In any instance in which the designated legal agent cannot be served because of death, disability or unavailability, the Secretary of the Federal Maritime Commission will be deemed to be the Carrier's legal agent for service of process.

C. Service of administrative process, other than subpoenas, may be effected upon the legal agent by mailing a copy of the documents to be served by certified or registered mail, return receipt requested, hand delivery, or nationally recognized overnight courier.

**RULE 21 RATES "PER VOCC CHARGE"**

Carrier is an NVOCC that assumes responsibility for the transportation of Merchant's cargo and uses the services of VOCCs, MTOs, rail carriers or chassis leasing companies to physically transport the cargo. The ocean freight rates of the VOCC plus Carrier's mark-up are assessed to Merchant at Carrier's rate for Merchant's shipments as set forth in this Tariff, an NRA, or an NSA. Any surcharges, arbitraries, additional, or other similar add-on charges assessed by the VOCC carrying Merchant's cargo will be paid on Merchant's behalf by Carrier and passed through to Merchant without mark-up. Such passed through charges, when set forth in this Tariff shall be designated by the notation "Per VOCC's charge."

### **RULE 22 HOUSEHOLD GOODS AND PERSONAL EFFECTS**

All Bills of Lading for Household Goods and Personal Effects shall be endorsed as follows:

*“Released to valuation not exceeding USD \$50.00 per 100 kilos for each article”*

If valuation not so released, Merchant must declare value on the Bill of Lading and pay the tariff Ad Valorem rate in addition to the rate applicable on Household Goods. When Furniture is consigned to an individual person, the Household Goods rate will apply unless the Shipper presents to Carrier the manufacturer’s commercial invoice and detailed packing list certifying that all items of the shipment are brand new goods at the time of booking.

### **RULE 23 SOLAS WEIGHT CERTIFICATION**

Merchant acknowledges that it is required to provide a certification of verified weights obtained on calibrated, certified equipment of all containerized cargo that is to be tendered to steamship lines. Shipper agrees that Carrier is entitled to rely on the accuracy of such weight certification and to counter-sign or endorse it as Carrier’s own certified weight to the steamship line carrying the cargo. The Merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties or other costs resulting from any failure to provide a verified gross weight of the cargo, or incorrect or questionable verification of the weight provided by Merchant or its agent or contractor on which the Carrier relies.

### **RULE 24 ABANDONED CARGO**

24.1 Cargo may be deemed by Carrier to be abandoned by the Merchant when (1) the Charges against the cargo exceed an estimated 50% of the value of the cargo or (2) 21 calendar days have elapsed since (a) the cargo was discharged from the carrying vessel, or, (b) in the case of an intermodal shipment, the cargo has been made available for delivery by Carrier’s subcontractor, whichever occurs first. Carrier is entitled to exercise a lien against the abandoned cargo for all penalties, rates, assessments, or any other charges whatsoever including but not limited to the costs of destruction if necessary (hereinafter the Charges), that are due and owing in relation to the abandoned cargo. In order to satisfy such lien, Carrier may sell the cargo at a public or private sale. Notwithstanding any sale of the cargo, the Merchant shall still be required to satisfy full amount of the lien less any recovery that the Carrier makes for the sale or salvage. The Merchant shall also be liable for all costs associated with the sale or salvage of the cargo.

24.2 Should the Merchant voluntarily wish to abandon the cargo, it must submit a written request to Carrier. Only Merchants named on the Bill of Lading or Merchants who are holders in due course of an original to order Bill of Lading covering the cargo may submit a request to Carrier to abandon the cargo. Any such Merchants intending to abandon the cargo must provide Carrier with a letter of abandonment and must also surrender an original Bill of Lading (if used), or if an original Bill of Lading is not used, such other documentation as may be required by Carrier. Carrier reserves the right to require additional documentation, including, but not limited to, commercial invoices and packing lists. Merchants who voluntarily abandon the cargo shall be responsible for all Charges attributable to that cargo as set forth in paragraph A above and such Merchant shall be obligated to reimburse Carrier for any difference between the proceeds of the sale of the cargo and the actual Charges that have been assessed against the cargo as well as any costs associated with such sale.

### **RULE 25 CARGO NOS**



Articles which are not provided for in rate tariffs, NRAs, or NSAs referred herein will be freighted at the rates named under the commodity description "Cargo NOS".

### **RULE 26 WOOD PACKING MATERIALS**

The United States Department of Agriculture Animal and Plant Health Inspection Service ("APHIS") has issued regulations regarding treatment, marking, and other requirements with respect to solid wood packing materials, regulated wood packaging materials, and other wood articles imported into the United States. See, 7 CFR Part 319.40.

It is jointly the responsibility of the Shipper and Consignee to ensure full compliance with these and any other applicable regulations. Any costs incurred by Carrier, including the cost of any inspection, detention, unloading, re-stuffing, re-exportation, or other action taken by Carrier, as a result of a failure to comply with APHIS regulations regarding the importation of logs, lumber, other unmanufactured wooden articles, and solid wood packing material or regulated wood packing material (whether in actual use as packing for regulated or non-regulated articles or imported as cargo) into the United States, shall be the responsibility, jointly and severally, of the Shipper and Consignee, and shall be paid to Carrier prior to the release of the cargo to the Consignee.

### **RULE 27 SHIPPER RESPONSIBILITY FOR LEGAL AND REGULATORY REQUIREMENTS**

27.1 In the course of international transportation, commodities may be subject to rules, regulations or laws that may restrict, prohibit, or otherwise make illegal the transportation of such commodities from, to, between, or through, various countries, persons or business entities. It is expressly the responsibility of the Merchant to investigate, know, understand, and comply with all such regulations that pertain to their respective commodity(ies) including but not limited to licenses and/or permits certificate/registration requirements at Origin or Destination, and the safe transport of same. Any and all fines, penalties or other amounts assessed, however described, no matter whether civil or criminal, or any other costs including, but not limited to demurrage, detention, storage, handling, inland transportation unloading, stuffing and restuffing of containers, attorney fees and any additional equipment costs resulting, directly or indirectly, in whole or in part, from the Merchant's failure to comply with this Rule will be the sole responsibility of the Merchant, which shall indemnify, defend and hold Carrier harmless for the same regardless of whether Carrier negligence was a contributing cause. Ignorance of any rule, regulation or law shall not be considered as a defense in any such matter.

27.2 Carrier assumes no responsibility to investigate, know, or advise the Merchant of any such rule, regulation or law. Merchant shall also indemnify and hold Carrier harmless from any loss, damage delay, expense or liability including attorney's fees incurred or levied on Carrier or the Goods by reason of any non-compliance with requirements of Customs or other governmental agencies resulting from the non-provision, or late presentation of, required documentation.

27.3 In the event that cargo is refused entry or detained for inspection, unloading, or modification of any type due to rules, regulations, or laws that restrict, prohibit, or otherwise make illegal the transportation of any such commodity from, to, between, or through any country, persons or business entities, the Merchant shall arrange for all procedures to clear the container, and Carrier shall be entitled, at its sole discretion, to pursue any and all means available to Carrier to either make the cargo safe or compliant for such transport, or to return the cargo to the origin at the Merchant's cost and expense, or to destroy the cargo. If the cargo is returned to port of origin, the return rate charged shall be according to the applicable returned cargo rate in this tariff and shall be prepaid before the containers are returned. The Merchant may not attempt to abandon such cargo. Any and all costs and expenses, however described, which are incurred by Carrier resulting, directly or indirectly, in whole or in part,



from the Merchant's failure to comply with this Rule will be the sole responsibility of the Merchant which shall indemnify, defend, and hold Carrier harmless for and against all such costs and expenses including attorney's fees regardless of whether Carrier's negligence was a contributing cause. Any cargo that is improperly or incorrectly declared in any way, intentionally or not, shall also be subject to this rule.

27.4 Carrier shall not release cargo to a Consignee until all fines, penalties, costs (including attorney's fees), bonds, penalties, or sanctions provided for in this Rule have been paid or Carrier has been reimbursed for payment of same.

27.5 In the event a container is inspected, stored, unloaded, re-exported, or otherwise detained by a governmental agency because the Merchant has failed to comply with a statutory or regulatory requirement, the Merchant shall pay to Carrier an administrative charge of USD \$200.00, in addition to all other costs, expenses, charges, and other amounts due under this rule.

27.6 Shipper, Consignee, and Cargo Owner shall be jointly, severally and absolutely liable to Carrier or to any other party, without regard to intent, negligence, or any other factor for personal injuries or death, or damage to or loss of cargo or other property, during any time the container is being inspected or detained by any government agency, or is being transported to or from such inspection or detention, as a result of an act or omission of the Shipper, Consignee, or Cargo Owner.

#### **RULE 28 PROHIBITED OR RESTRICTED ARTICLES**

In addition to Dangerous Cargo and Hazardous Cargo (See Rule 11 above), goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious, or dangerous nature only will only be permitted upon Carrier's acceptance of a prior written application by Merchant for the carriage of such goods and only when the shipping containers, markings, and packing requirements for such articles and the handling, stowage, and transportation of such articles are in accordance with applicable governmental regulations or as otherwise provided herein. Such application must accurately state the nature, name, label, and classification of the goods as well as the method of rendering them innocuous, with the full names and addresses of the Shipper and the Consignee.

Carrier reserves the right to refuse to accept or transport any goods which in its judgment are objectionable or likely to injure the vessel, docks, or other cargo, or for which in the Carrier's judgment it has no safe and suitable stowage.

#### **RULE 29 CALCULATION OF NON-PUBLISHED RATES**

This rule applies to all per container base ocean freight rates (PC) in dry, closed containers (PC). This rule does not apply to any other charge shown herein. This rule may be used in Carrier's sole discretion, and shall not be construed as an obligation of Carrier.

The resulting rates shall be subject to the same notes, terms and conditions as the filed rate; provided, however, any applicable surcharges shall be assessed based on those on file for the equipment size actually used.

- A. When 20ft rate is filed and no 40GP rate: apply 112% and round off to the nearest USD \$5.00 of 20ft rate for 40GP
- B. When 20ft rate is filed and no 40HC rate: apply 125% and round off to the nearest USD \$5.00 of 20ft rate for 40HC

- C. When 20ft rate is filed and no 45ft rate: apply 141% and round off to the nearest USD \$5.00 of 20ft rate for 45ft
- D. When 40GP rate is filed and no 40HC rate: apply 112.5% and round off to the nearest USD \$5.00 of 40GP rate for 40HC
- E. When 40GP rate is filed and no 20GP rate: apply 90% and round off to the nearest USD \$5.00 of the 40GP for 20ft
- F. When 40GP rate is filed and no 45ft rate: apply 126.6% and round off to the nearest USD \$5.00 of the 40GP rate for 45ft
- G. When 40HC rate is filed and no 40GP rate: apply 90% and round off to the nearest USD \$5.00 of 40HC rate for 40GP
- H. When 40HC rate is filed and no 20GP rate: apply 80% and round off to the nearest USD \$5.00 of the 40HC for 20ft
- I. When 40HC rate is filed and no 45ft rate: apply 113% and round off to the nearest USD \$5.00 of the 40HC rate for 45ft
- J. When 45ft rate is filed and no 40GP rate: apply 80% and round off to the nearest USD \$5.00 of 45ft rate for 40GP
- K. When 45ft rate is filed and no 40HC rate: apply 90% and round off to the nearest USD \$5.00 of 45ft rate for 40HC
- L. When 45ft rate is filed and no 20ft rate: apply 72% and round off to the nearest USD \$5.00 of 45ft rate for 20ft

For refrigerated containers the following formulas should be used subject to the same conditions above:

- A. When 40ft rate is filed and no 20ft rate: apply 100% and round off to the nearest USD \$5.00 of 40ft rate for 20ft
- B. When dry container rate is filed and no refrigerated container rate: apply the dry container rate plus \$10,000 for refrigerated container.

### **RULE 30 CARRIER'S LIEN**

Carrier shall have a general lien on any and all property (and documents relating thereto) of Merchant in its possession, custody or control or en route, which shall survive delivery, for all claims for charges, expenses or advances incurred by Carrier in connection with any shipments of Merchant. Carrier may sell at public auction or private sale, upon 10 days written notice, registered mail to Merchant, the goods, wares and/or merchandise or so much as may be necessary to satisfy such lien and the costs of recovery, including the value of management time and effort, and apply the net proceeds of such sale to the payment of the amount due Carrier. The surplus, if any, from such sale shall be transmitted to Merchant, and Merchant shall be liable for any deficiency in the sale.

### **RULE 31 TARIFF AVAILABILITY**

This Tariff is available at <https://rates.descartes.com>.

### **RULE 32 NSAs**

As per Part 531 NVOCC Service Arrangements of the CFR, Carrier has elected to utilize a combination of NSAs, and Open Tariff Rates. Carrier participates in NSAs and utilizes Open Tariff Rates. As required by Part 531.4 of the CFR, the governing rule publication is available to the public at <http://rates.descartes.com> free of charge.

The essential terms of any NSA into which Carrier may enter are set forth herein pursuant to the relevant NSA number:

NSA No.

Origin:

Destination:

Commodity:

Minimum volume:

Duration:

**APPENDIX 1**

**CARRIER'S BILL OF LADING**

**See Attached**

## BILL OF LADING TERMS AND CONDITIONS

### 1 CLAUSE PARAMOUNT:

This Bill of Lading Terms and Conditions (referred to herein as this "Bill of Lading" or this "Contract") shall have effect subject to the provisions of the Hague Rules contained in the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, August 25, 1924 (commonly referred to as the "Hague Rules") as amended by the Protocol to amend the Hague Rules, February 23, 1968 and December 21, 1979 (commonly referred to as the "Hague-Visby Rules"). If this Bill of Lading covers shipment to or from the United States, then the Bill of Lading shall have effect subject to the provision of the Carriage of Goods by Sea Act of the United States 46 U.S.C. §§ 1900 et seq. (commonly referred to as "COGSA"). The provisions stated in the Conventions (except as may be otherwise specifically provided herein) shall govern before the Goods are loaded on and after they are discharged from the ship and throughout the entire time the Goods are in the custody of the Carrier.

### 2 DEFINITIONS:

2.1 "**Ship**" means the vessel named in this Bill of Lading, or any conveyance owned, chartered, or operated by Carrier or used by Carrier for the performance of this Contract.  
2.2 "**Carrier**" means SEAFRIGO USA INC (OTI License Number 003616NF), on whose behalf this Bill of Lading has been signed.  
2.3 "**Merchant**" includes the Shipper, the Receiver, the Consignor, the Consignee, the Holder of this Bill of Lading, any person having a present or future interest in the Goods or any person acting on behalf of any of the above-mentioned persons and the principals of each such entity.  
2.4 "**Package**" is the largest individual unit of partially or completely covered or contained cargo made up by or for the Shipper which is delivered and entrusted to Carrier, including palletized units and each Container stuffed and sealed by the Shipper or on its behalf, although the Shipper may have furnished a description of the contents of such sealed Container on this Bill of Lading.  
2.5 "**Container**" includes any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate the Goods.  
2.6 "**Goods**" includes all cargo, materials, and other items tendered by Merchant for transportation hereunder.  
2.7 "**Conventions**" means any international conventions relevant to the performance of the Services, specifically including, without limitation, the Hague Rules, the Hague-Visby Rules, and COGSA.

### 3 SUBCONTRACTING:

3.1 Carrier shall be entitled to subcontract on any terms the whole or any part of the handling, storage, or carriage of the Goods and all duties undertaken by Carrier in relation to the Goods.  
3.2 Every agent or subcontractor of Carrier shall be entitled to the same rights, exemptions from liability, defenses and immunities to which Carrier is entitled. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such agents or subcontractors, which parties shall be deemed to be parties to this Contract.

### 4 ROUTE OF TRANSPORT:

4.1 Carrier is entitled to perform the transport in any reasonable manner and by any reasonable means, methods, and routes.  
4.2 The Ship shall have the liberty to, at any time, adjust navigational instruments, make trial trips, dry dock, go to repair yards, shift berths, take in fuel or stores, embark, or disembark any persons, carry contraband and hazardous goods, sail with or without pilots and save or attempt to save life or property. Delays resulting from such activities shall not be deemed a deviation.

### 5 HINDRANCES AFFECTING PERFORMANCE:

5.1 Carrier shall use reasonable endeavors to complete transport and to deliver the Goods at the place designated for delivery.  
5.2 If at any time the performance of this Contract as evidenced by this Bill of Lading in the opinion of Carrier is or will be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind including strike and if by virtue of the above Carrier has no duty to complete the performance of this Contract, Carrier, whether or not the transport is commenced may elect to:  
(a) treat the performance of this Contract as terminated and place the Goods at Merchant's disposal at any place Carrier shall deem safe and convenient, or  
(b) deliver the Goods at the place of delivery.

In any event, Carrier shall be entitled to full freight for any Goods received for transportation and additional compensation for extra costs resulting from the circumstances referred to above.

### 6 BASIC LIABILITY:

6.1 Carrier shall be liable for loss of or damage to the Goods occurring between the time when it takes Goods into its charge and the time of delivery.  
6.2 If it is established that the loss of or damage to the Goods occurred during sea carriage, liability shall be governed either by the Conventions (see Section 2).  
6.3 If it cannot be determined when the loss of or damage to the Goods occurred, it shall be presumed that such loss or damage occurred while the Goods were in the custody of Carrier.  
6.4 Carrier does not undertake that the Goods shall be delivered at any particular time and shall not be liable for any direct or indirect losses caused by any delay.  
6.5 Carrier shall not be liable for any loss or damage arising from:  
(a) an act or omission of Merchant or person other than Carrier acting on behalf of Merchant from whom Carrier took the Goods in charge,  
(b) compliance with the instructions of any person authorized to give them,  
(c) handling, loading, stowage or unloading of the Goods by or on behalf of Merchant,  
(d) inherent vice of the Goods,  
(e) lack of insufficiency of or defective condition of packing in the case of Goods, which by their nature, are liable to wastage or damage when not packed or when not properly packed,  
(f) insufficiency or inadequacy of marks or numbers on the Goods, coverings, or unit loads,  
(g) fire, unless caused by actual fault or privity of Carrier,  
(h) any cause or event which Carrier could not avoid and the consequences of which could not be prevented by the exercise of due diligence.  
6.6 With respect to the transportation performed by other inland carriers to the port of loading or from the port of discharge, the responsibility of Carrier shall be to procure transportation by such inland carriers (one or more) and such transportation shall be subject to such inland carrier's contracts of carriage, tariffs, and any law compulsorily applicable.

### 7 COMPENSATION FOR LOSS AND DAMAGE:

7.1 Unless otherwise mandated by the Conventions or another compulsorily applicable law or regulation, Carrier's liability for compensation for loss of or damage to Goods shall in no case exceed the amount of USD \$500 per package or per customary freight unit, unless the Merchant, with the consent of Carrier, has declared by writing a higher value for the Goods in the space provided on the front of this Bill of Lading and paid extra freight per Carrier's tariff, in which case such higher value shall be the limit of Carrier's liability. Where a Container is stuffed by shipper or on its behalf, and the Container is sealed when received by Carrier for shipment, the Carrier's liability will be limited to USD \$500 with respect to the contents of each such Container, except when the Shipper declares by writing the value on the face hereof and pays additional charges on such declared value. The freight charged on sealed Containers when no higher valuation is declared by the Shipper is based on a value of USD \$500 per Container. However, Carrier shall not, in any case, be liable for an amount greater than the actual loss to the person or entity entitled to make the claim for such loss or damage.  
7.2 In any case where Carrier's liability for compensation may exceed the amounts set forth in clause 7.1 above, compensation shall be calculated by reference to the value of the Goods, according to their current market price, at the time and place they are delivered, or should have been delivered, in accordance with this Bill of Lading.  
7.3 If the value of the Goods is less than USD \$500 per package or per customary freight unit, their value for compensation purposes shall be deemed to be the invoice

value, plus freight and insurance, if paid.

### 8 DESCRIPTION OF GOODS:

Merchant warrants to Carrier that all particulars of the Goods, including, without limitation, the marks, number, quantity, and weight, furnished by Merchant are correct and Merchant shall indemnify Carrier against all losses arising from any inaccuracy.

### 9 CARRIER'S CONTAINERS:

9.1 If Goods are not received by Carrier already in Containers, Carrier may pack them in any type of Container.  
9.2 Merchant shall be liable to Carrier for damage to Carrier's Containers or equipment if such damage occurs while such equipment is in control of Merchant or its agents.  
9.3 Merchant indemnifies Carrier for any damage or injury to persons or property caused by Carrier's Containers during handling by or when in possession or control of Merchant.  
9.4 Merchant shall pay Carrier for the demurrage, detention, per diem, storage, and other ancillary charges applicable to the Containers.

### 10 CONTAINER PACKED BY MERCHANT:

If Carrier receives the Goods already packed into Containers:  
1. This Bill of Lading is prima facie evidence of the receipt of the particular number of Containers set forth, and that number only. Carrier accepts no responsibility with respect to the order and condition of the contents of the Containers;  
2. Merchant warrants that the stowage and seals of the Containers are safe and proper and suitable for handling and carriage;  
3. Delivery shall be deemed as full and complete performance when the Containers are delivered by Carrier with the seals intact; and  
4. Carrier has the right to open and inspect the Containers at any time without notice to Merchant, and expenses resulting from same shall be borne by Merchant.

### 11 DANGEROUS GOODS:

11.1 Merchant may not tender Goods that are of a dangerous nature without written application to Carrier and Carrier's acceptance of the same. In the application, Merchant must identify the nature of the Goods with reasonable specificity as well as the names and addresses of the shippers and consignees.  
11.2 Merchant shall distinctly and permanently mark the nature of the Goods on the outside of the package and Container and shall submit to Carrier or to the appropriate authorities all necessary documents required by law or by Carrier for the transportation of such Goods.  
11.3 If the Goods subsequently, in the judgment of Carrier, become a danger to Carrier, the Ship, or other cargo, Carrier may dispose of the Goods without compensation to Merchant, and Merchant shall indemnify Carrier for any loss or expenses arising from such action.

### 12 PERISHABLE GOODS:

12.1 Goods of a perishable nature shall be carried in ordinary Containers without special protection, services, or other measures, unless there is noted on the reverse side of this Bill of Lading that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially-equipped Container or are to receive special attention in any way. The Merchant undertakes not to tender for transportation any Goods which require refrigeration without giving written notice of their nature and the required temperature setting of the thermostatic controls before receipt of the Goods by the Carrier in the case of refrigerated Container(s) packed by or on behalf of the Merchant. The Merchant undertakes that the Goods have been properly stowed in the Container and that the thermostatic controls have been adequately set by him before receipt of the Goods by the Carrier and, if necessary, that the Goods have been pre-chilled before the loading into the Container. The Merchant's attention is drawn to the fact that refrigerated Containers are not designed to freeze down Goods which have not been presented for stuffing at or below its designated carrying temperature and the Carrier shall not be responsible for the consequences of cargo presented at a higher temperature than that required for the transportation. If the above requirements are not complied with the Carrier shall not be liable for any loss of or damage to the Goods whatsoever arising.  
12.2 The term "apparent good order and condition" when used in this Bill of Lading with reference to Goods which require refrigeration does not mean that the Goods, when received were verified by the Carrier as being at the designated carrying temperature.  
12.3 The Carrier shall in no event be held liable for damage to Goods due to condensation.

### 13 SOLAS WEIGHT CERTIFICATION:

Merchant acknowledges that it is required to provide verified weights obtained on calibrated, certified equipment of all cargo that is to be tendered to steamship lines and represents that Carrier is entitled to rely on the accuracy of such weights and to countersign, endorse or otherwise provide its own certified weight to the steamship lines. The merchant agrees that it shall indemnify and hold the Carrier harmless from any and all claims, losses, penalties, or other costs resulting from any incorrect or questionable statements of the weight provided by Merchant or its agent or contractor on which the Carrier relies.

### 14 DECK CARGO:

14.1 Carrier has the right to carry the Goods in any Container under deck or on deck.  
14.2 Carrier is not required to note "on deck storage" on the face of this Bill of Lading and Goods so carried shall constitute under deck storage for all purposes including the General Average.  
14.3 Except as otherwise provided by any law applicable to this Contract, if this Bill of Lading states that the cargo is stowed on deck, then Carrier shall not be liable for any non-delivery, misdelivery, delay or loss to Goods carried on deck, whether or not caused by Carrier's negligence or the ship's unseaworthiness.  
15 **HUYS LIFT:**  
15.1 Single packages with a weight exceeding 2,240 pounds gross not presented to Carrier in enclosed Containers must be declared in writing by Merchant before receipt of the packages by Carrier. The weight of such packages must be clearly and durably marked on the outside of the package in letters and figures not less than two inches high.  
15.2 If Merchant fails to comply with the above provisions, Carrier shall not be liable for any loss of or damage to the Goods, and Merchant shall be liable for any loss of or damage to persons or property resulting from such failure and Merchant shall indemnify Carrier against any loss or liability suffered or incurred by Carrier as a result of such failure.

### 16 DELIVERY:

16.1 Carrier shall have the right to deliver the Goods at any time at any place designated by Carrier within the commercial or geographic limits of the port of discharge or place of delivery shown in this Bill of Lading.  
16.2 Carrier's responsibility shall cease when delivery has been made to Merchant, any person authorized by Merchant to receive the Goods, or in any manner or to any other person in accordance with the custom and usage of the port of discharge.  
16.3 If the Goods, or any part thereof, should remain in Carrier's custody after discharge from the ship and possession is not taken by Merchant, after notice, within the time allowed in Carrier's applicable tariff, the Goods may be considered to have been delivered to Merchant, and, at Carrier's option, may be stored at Merchant's expense.

### 17 NOTICE OF CLAIM:

17.1 Written notice of claims for loss of or damage to Goods occurring or presumed to have occurred while in the custody of Carrier must be given to Carrier at the port of discharge before or at the time of removal of the Goods by one entitled to delivery. If such notice is not provided, removal shall be prima facie evidence of delivery by Carrier. If such loss or damage is not apparent, Carrier must be given written notice within three (3) days of the delivery.

### 18 FREIGHT AND CHARGES:

18.1 Freight may be calculated on the basis of the particulars of the Goods furnished by Merchant. Carrier and Merchant agree that it may be difficult or

impossible to assess damages if freight is incorrectly declared. Therefore, in case of incorrect declaration of the Goods, Merchant shall pay a sum equal to three times the difference between the correct freight and the freight charged as liquidated damages, notwithstanding any other sum having been stated herein as freight payable. Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by Carrier to Merchant are for informational purposes only and are subject to change without notice and shall not under any circumstances be binding upon Carrier unless the Carrier in writing specifically undertakes the handling or transportation of the shipment at a specific rate.

18.2 Freight shall be deemed earned upon booking of the Goods by Carrier, whether the freight be intended to be prepaid or collected at destination. Payment shall be in full and in cash, in the currency named in this Bill of Lading, or another currency at Carrier's option. Interest at 12% shall run from the date when freight and charges are due and such payments are not returnable in any event. If the services of a freight forwarder are used for this transportation, those services shall be deemed to be performed as agent of Merchant and payment of freight to the freight forwarder is not payment to Carrier. Full freight shall be paid on damaged or unsound Goods. In any referral for collection or action against the Merchant for monies due to Carrier, upon recovery by the Carrier, the Merchant shall pay the expenses of collection and/or litigation, including reasonable attorney's fees.  
18.3 Merchant shall be liable for all dues, duties, fines, taxes and charges, including consular fees, levied on the Goods. Merchant shall be liable for return freight and charges on the Goods if they are refused export or import by any government. Under no circumstances shall Carrier be obligated to advance any sums on behalf of Merchant unless otherwise agreed by Carrier in writing, it being understood and agreed that Carrier reserves the right to charge a reasonable disbursement fee for any sums advanced on behalf of Merchant.

18.4 All persons and entities encompassed within the definition of "Merchant" as provided in Section 2 of this Bill of Lading shall be jointly and severally liable to Carrier for the payment of all freight and charges, including advances, demurrage, detention, per diem, storage, and other ancillary charges.  
18.5 All persons and entities encompassed within the definition of "Merchant" as provided in Section 2 of this Bill of Lading shall be jointly and severally liable to indemnify the Carrier for all claims, fines, penalties, damages, costs, and other amounts which may be incurred or imposed upon the Carrier by reason of any breach of the Merchant of any of the provisions of this Bill of Lading or of any statutory or regulatory requirements.

### 19 LIEN:

The Carrier shall have a general lien on any and all property (and documents relating thereto) of the Merchant, in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by the Carrier in connection with any shipments or operations of the Merchant and if such claim remains unsatisfied for ten (10) days after demand for its payment is made, the Carrier may sell at public auction or private sale or otherwise dispose of the Goods, upon ten (10) days written notice, registered mail to the Merchant, the Goods, wares and/or merchandise or so much as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due the Carrier. Any surplus from such sale shall be transmitted to the Merchant, and the Merchant shall be liable for any deficiency in the sale. If the Goods are not claimed during a reasonable time in the Carrier's opinion, the Carrier may, at its discretion and subject to its lien, and without responsibility, sell at public auction or private sale or otherwise dispose of the Goods at the risk and expense of the merchant.

### 20 TIME BAR:

Carrier shall be discharged from all liability for loss of or damage to Goods unless suit is brought within nine (9) months after delivery of the Goods or the date when the Goods should have been delivered, whichever is earlier. The time bar for overcharge claims shall be that set forth in Carrier's applicable tariff or thirty-six (36) months, whichever is shorter and of legal effect under the laws of the country having jurisdiction over this Contract.

### 21 JURISDICTION:

Disputes arising under this Bill of Lading shall be governed by and construed according to (i) in the case of services that originate in the United States, are invoked in the United States, or the final destination is the United States, the federal laws of the United States, or, if federal law is not applicable, by the state laws of the State of New York, and in such case, venue for any disputes hereunder shall be the United States District Court for the Southern District of New York, and (ii) in the case of all other services and disputes, the federal laws of France, and in such case, venue for any disputes shall be in the Tribunal de Commerce, Le Havre, Normandy Region, France.

### 22 GENERAL AVERAGE:

22.1 General Average shall be adjusted at New York, or any other port at Carrier's option, according to the York-Antwerp Rules of 1974. The General Average statement shall be prepared by adjusters appointed by Carrier.  
22.2 In the event of accident, damage, danger or disaster after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for the consequence of which Carrier is not responsible by statute, contract, or otherwise, Merchant shall contribute with Carrier in General average to the payment of any sacrifice, loss or expense of a General Average nature that may be made or incurred, and shall pay salvage or special charges in respect of the Goods. If a salvage vessel is owned or operated by Carrier, salvage shall be paid for as fully as if the salvage vessel or vessels belonged to strangers.

### 23 BOTH-TO-BLAME COLLISION CLAUSE:

If the ship comes into collision with another vessel as a result of negligence of the other vessel and any negligence or fault on the part of Carrier or its agents or subcontractors, Merchant shall indemnify Carrier against all loss or liability to the other or non-carrying vessel or her owners, insofar as such loss or liability represents loss of, or damage to, or any claim whatsoever of Merchant paid or payable by the other or non-carrying vessel or her owners to Merchant and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying ship or her owner. This provision shall apply as well where the owners, operators, or those in charge of any ship or ships or objects other than, or in addition to, the colliding ships or objects are at fault with respect to a collision or contact.

### 24 CARRIER'S TARIFFS:

24.1 The Goods carried under this Bill of Lading are also subject to all the terms and conditions of Carrier's published Governing Rules Tariff (as the same may be supplemented or updated from time to time, "Carrier's Tariff") and the Carrier's Tariff is incorporated fully herein by this reference as part of the terms and conditions of this Bill of Lading. In the event of a conflict between any terms and conditions of this Bill of Lading and Carrier's Tariff, then the terms and conditions of Carrier's Tariff shall govern and control.  
24.2 Copies of Carrier's Tariff may be obtained from Carrier upon request.

### 25 SEVERABILITY:

The terms of this Bill of Lading shall be severable, and, if any part or term hereof shall be held invalid, such holding shall not affect the validity or enforceability of any other part or term hereof.

### 26 VARIATION OF THE CONTRACT:

No agent or subcontractor of Carrier shall have power to waive or vary any of the terms hereof unless such variation is in writing and is specifically authorized or ratified in writing by Carrier.